

HUMAN SERVICES BOARD

INTRODUCTION

FINDINGS OF FACT

2. The petitioner and her two minor children moved into a rental unit on or about November 8, 2004. The monthly rent was \$650. Petitioner receives Reach Up Financial Assistance (RUFA) from the Department in the amount of \$709

or \$759 per month.¹ Petitioner was initially able to afford the apartment because she had a roommate to share the rent.

3. Petitioner fell behind in her rent starting in April 2006 and the landlord initiated court proceedings in September 2006.

4. Petitioner claimed that there were major habitability problems with the property and had the property inspected by the appropriate building inspector during the summer of 2006. The building inspector found plumbing and electrical problems.

5. Petitioner testified that she withheld two months rent but then used the monies for other expenses. The petitioner is a poor historian and did not have complete records documenting the dates of withholding and how the monies were used. Based on all the information at the hearing, the petitioner was several months in arrears prior to her attempts to withhold rent.

6. The landlord obtained a Court Order to escrow rent on or about October 6, 2006. Petitioner did not appear for the rent escrow hearing and did not answer or deal with the pending eviction action. Petitioner did not escrow rent into

¹The higher amount reflects the inclusion of the \$50 child support pass-through for the months in which the children's father pays support.

court. As a result, the landlord obtained a judgment order and then a writ of possession. The writ of possession was served upon the petitioner on March 19, 2007.

7. Petitioner receives treatment from mental health professionals. According to petitioner, she has been diagnosed as bipolar and also has a panic disorder, obsessive/compulsive disorder, and ADHD. Petitioner also receives treatment through the methadone clinic. Petitioner testified that a symptom of being bipolar is going on spending sprees and that some of her rent monies were spent as a result of her illness.

8. At the time of the expedited hearing, space was not available in the COTS family shelter. The Department case manager was in contact with COTS and other community resources and agreed to continue her efforts because the structure and case management offered through COTS would be beneficial to petitioner.

9. Subsequent to the hearing, space became available at the COTS family shelter, but petitioner declined to use the shelter and placed her children with their grandmother.

ORDER

The Department's decision is affirmed.

REASONS

Families with dependent children can apply to the Department for help meeting their emergency needs when they have no other way to meet those needs. Welfare Assistance Manual (W.A.M.) § 2800 *et seq.* In particular, homeless families can apply for temporary housing assistance to ensure that they will be housed while seeking permanent housing.

W.A.M. § 2813.2 states:

Temporary housing is intended to provide short term shelter (84 day maximum) for applicants who are involuntarily without housing through circumstances they could not reasonably have avoided and for whom permanent housing or alternative arrangements are not immediately available. "Could not have reasonably have avoided" is subject to the limitation in 2802.1(4). Temporary housing, beyond 28 cumulative days in any consecutive 12-month period, is not an entitlement...

Further, W.A.M. § 2813 provides that housing assistance will only be authorized when the family is unable to obtain housing at no cost such as housing provided by family, friends, or community groups.

Because temporary housing was available through a community group, we need not reach the issue of whether the petitioner met the criteria for emergency assistance based upon catastrophic need.²

² In the definition of catastrophic situations found at W.A.M. § 2802.1(4), factors include whether the petitioner violated her rental

Accordingly, the Department's decision to deny temporary housing assistance through the Emergency Assistance program is affirmed. 3 V.S.A. § 3091(d), Fair Hearing Rule No. 17.

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agreement. Nonpayment of rent can be a rental agreement violation when the petitioner does not use her income to pay other basic necessities or, in cases of substandard housing, does not use her income to correct the deficiencies or to escrow the rent. Petitioner neither escrowed rent pursuant to the court order nor documented use of her income for necessities.